



ENT 50117:2015 PG 1 of 3  
**JEFFERY SMITH**  
**UTAH COUNTY RECORDER**  
 2015 Jun 09 1:25 pm FEE 14.00 BY CLS  
 RECORDED FOR QUESTAR GAS COMPANY

WHEN RECORDED MAIL TO:

Questar Gas Company  
 P.O. Box 45360, Right-of-way  
 Salt Lake City, UT 84145-0360  
 FL24/ Loveland.lj

*Space above for County Recorder's use*  
 PARCEL I.D.# 11:023:0010

**RIGHT-OF-WAY AND EASEMENT GRANT**

LOVELAND LLC, a Utah limited liability company, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Utah, State of Utah, and more particularly described as follows, to-wit:

A strip of land situate in the Northeast Quarter of Section 25 and the Southeast Quarter of Section 24, Township 4 South, Range 1 East, Salt Lake Base and Meridian more particularly described as follows:

Beginning at a point coincident with the westerly right of way line of Main Street being South 89°31'41" West 1230.77 feet along said section line and South 0°14'31" East 25.90 feet from the Northeast Corner of Section 25 and running thence South 89°41'21" West 58.07 feet; thence North 81°38'40" West 84.77 feet; thence North 80°41'40" West 24.20 feet; thence North 67°41'31" West 48.63 feet to the western line of the grantors boundary; thence along said line North 40°21'34" East 31.55 feet; thence South 67°41'31" East 78.32 feet; thence South 81°38'40" East 61.91 feet; thence North 89°41'21" East 53.08 feet to the easterly line of the grantors boundary and westerly right of way line of Main Street; thence along said line the following two (2) courses and distances: (1) South 13°18'31" East 15.67 feet; thence (2) South 0°14'31" West 38.92 feet to the POINT OF BEGINNING. Contains 4,720 square feet in area or 0.11 acre.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.
2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.
3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.
4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.
5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the hand of said Grantor this 29<sup>th</sup> day of May, 2015. SS

